Chase A. Adams (#15080)

STEELE ADAMS HOSMAN PLLC

765 East 9000 South Suite A-1

Sandy, UT 84094

Telephone: 801-816-3999 Facsimile: 801-562-5599 Email: chase@sahlegal.com

# Attorneys for HLS of Nevada, LLC

# IN THE UNITED STATES BANKRUPTCY COURT FOR THE DISTRICT OF UTAH NORTHERN DIVISION

In Re:	Bankruptcy Case No. 20-20567
Troy Lamont Cottingham and Patricia Eufemia Sanchez	(Chapter 13)
Debtors.	Judge Kevin R. Anderson

## **OBJECTION TO DEBTORS CHAPTER 13 PLAN FILED JANUARY 28, 2020**

HLS of Nevada, LLC dba Nevada West Financial ("HLS"), by and through the undersigned counsel, Chase A. Adams of Steele Adams Hosman PLLC., hereby objects to the Debtor's Chapter 13 Plan dated January 31, 2020, upon the following grounds and for the following reasons:

1. HLS, is a perfected, secured creditor, having a lien on a 2010 Dodge Journey 3D4PG4FB1AT225805 ("Collateral"). Pursuant to a Retail Installment Contract and Security Agreement ("Note") between HLS and the Debtor, Troy Cottingham, dated October 24, 2015, a copy of the note and title are attached hereto and incorporated herein as Exhibit "A" and Exhibit "B" The outstanding obligation owed to HLS, Inc. is \$6,958.39, together with interest at the contract rate of 24.00% percent ("Contract Rate"), costs and attorney fees as provided for in the

Case 20-20567 Doc 13 Filed 02/05/20 Entered 02/05/20 01:35:53 Desc Main Document Page 2 of 11

Note.

- 2. HLS intends to hold Debtor and Debtor's estate liable for this amount, together with interest, costs and fees as per the contract, if applicable, and accordingly makes demand upon the Debtors' estate for \$6,958.39, plus interest, costs and fees.
  - 3. HLS does not accept Debtors' Chapter 13 Plan dated January 28, 2020.
  - 4. Debtors' Chapter 13 Plan does not propose to surrender the Collateral.
- 5. The value of property to be distributed under debtor's proposed plan to HLS is less than the allowed amount of HLS's claim.
  - 6. Debtors' claim the secured value of the Collateral to be \$6,000.00
- 7. Debtors' Plan proposes to pay interest of 4.50 percent on the secured portion. HLS objects to this interest rate as the *Till* rate is 7.75 percent. Debtor's Plan should pay HLS its secured claim at the Contract Rate.
- 8. To the extent Debtors allege the Collateral is worth less than HLS states in paragraph 2, HLS requests the Debtors produce an appraisal.
- 9. To the extent that Debtors allege the interest is less than the 7.75% that HLS states, HLS requests the Debtors put on evidence demonstrating this amount.
- 10. To the extent Debtors allege the Collateral is damaged or in need of repair, HLS requests that the debtors produce a copy of any invoices, estimates of repair, accident or claims reports, or other documents evidencing the damage or repair.

WHEREFORE, HLS objects to Debtors' Plan, and requests that confirmation be denied unless the Debtors' pay \$\$6,958.39 as the secured portion of HLS's claim, together with interest at the Contract Rate, costs and attorney fees as provided by contract and production of the requested documents and collateral as set forth herein.

DATED February 5, 2020

STEELE ADAMS HOSMAN PLLC

<u>s/ Chase A. Adams</u> Attorney for HLS

# **CERTIFICATE OF SERVICE**

I, Chase A. Adams, attorney for HLS, hereby certify that on February 5, 2020, I served a copy of the foregoing CONTINUING OBJECTION TO DEBTOR'S CHAPTER 13 PLAN DATED January 28, 2020 upon the following by first class mail, postage prepaid; or by filing this pleading electronically as an ECF registered attorney of the United States District Court, I caused the same to be served via ECF.

Lon A. Jenkins (VIA ECF)

Brian Wurtz (VIA ECF)

Troy Lamont Cottingham Patricia Eufemia Sanchez 968 W 660 S Tooele, UT 84074

*Is/* Chase A. Adams

Case 20-20567 Doc 13 Filed 02/05/20 Entered 02/05/20 01:35:53 Desc Main Document Page 5 of 11

# **EXHIBIT A**

#### Case 20-20567 Doc 13 Filed 02/05/20 Entered 02/05/20 01:35:53 Desc Main Page 6 of 11 Document

#### RETAIL INSTALLMENT SALE CONTRACT SIMPLE FINANCE CHARGE

Contract Number 1377489-1172278

the box indicating Vendor's Single Interest Insurance is

Check the insurance you want and sign below: Optional Credit Insurance ☐ Credit Life: ☐ Buyer ☐ Co-Buyer ☐ Both ☐ Credit Disability: ☐ Buyer ☐ Co-Buyer ☐ Both

If any insurance is checked below, policies or certificates from the named insurance companies will

required is checked below.

Premium:

describe the terms and conditions.

Credit Life S \_\_\_\_\_ N/A Credit Disability S N/A

Insurance Cumpany Name \_ \_\_\_\_

Buyer Name and Address Co-Buyer Name and Address Creditor-Seller (Name and Address) (Including County and Zip Code) (including County and Zip Code) TROY COTTINCHAM 968 W 660 S TOOELE UT 84074 KEN GARFF WEST VALLEY CJD 4175 WEST 3500 SOUTH W VALLEY CITY UT 84120

You, the Buyer (and Co-Buyer, if any), may buy the vehicle below for cash or on credit. By signing this contract, you choose to buy the vehicle on credit under the agreements on the front and back of this contract. You agree to pay the Creditor - Seller (sometimes "we" or "us" in this contract) the Amount Financed and Finance Charge in U.S. funds according to the payment schedule below. We will figure your finance charge on a daily basis. The Truth-in-Lending Disclosures below are part of this contract.

New/Used	Year	Make and Mode	el	Vehicle Identification	Number	Primary Use For Which Purchased
USED	2Ø1Ø	DODGE JOURNE		3D4PG4FB1AT22	58Ø5	Personal, family, or household unless otherwise indicated below business
	FEDER	AL TRUTH	I-IN-LENDING	DISCLOSURES		Insurance. You may buy the physical damage insur-
ANNUAL PERCENTAGE RATE			Amount Financed The amount of	Total of Payments The amount you	Total Sale Price The total cost of	ance this contract requires (see back) from anyone you choose who is acceptable to us. You are not re- quired to buy any other insurance to obtain credit unless

ANNUAL PERCENTAGE RATE The cost of your credit as a yearly rate.	FINANCE CHARGE The dollar amount the credit will cost you.	Amount Financed The amount of credit provided to you or on your behalf.	Total of Payments The amount you will have paid after you have made all payments as scheduled.	Total Sale Price The total cost of your purchase on credit, including your down payment of
-24.001%	\$ 9112.35	s 12258.45V	s 21370.80	\$ 1500.00 is \$ 22870.80
Your Payment S	chedule Will Be	);		
Number of Payments	Amount of Payments	When Pa Are I		•
60 J	√ 356.18	Monthly beginning	12/08/2015	1
Or As Follows:				
N/	'A			
N/	'A			
of \$ 30 or 5  Prepayment. If you possecurity Interest. You Additional Information	% of the part of the pay off all your debt ear ou are giving a security tion: See this contract	n full within 10 day, payment that is late, what, you will not have to printerest in the vehicle but for more information to the scheduled date are	ichever is greater bay a penalty, eing purchased, including information	- 1

Dealer Number 254671

La	te Charge. If payment is not received in full within days after it is	, due,	you will pay a late charge	132.73		
of	\$ 30 or 5 % of the part of the payment that is late, whichever is	gre	eater	Homa Office	Address	
Pre	epayment. If you pay off all your debt early, you will not have to pay a pena	Ity.		N/A		
Se Ad	curity Interest. You are giving a security interest in the vehicle being purch ditional Information: See this contract for more information including fault, any required repayment in full before the scheduled date and security	ased. inform		required to obtain the credit ap	urance and credit disab tain credit. Your decision and credit disability insura oproval process. They will agree to pay the extra c	to buy or not buy credit ance will not be a factor not be provided unless
				insurance, the	cost is shown in Item 4	A of the Itemization of
1 (	MIZATION OF AMOUNT FINANCED  Cash Price (including \$ 866 . \$\frac{866}{2}\$ tax)  Total Downpayment =		\$12719.53 (1)	payment schei this contract insurance does number of pa credit disability	ced. Credit life insurance is dule. This insurance may if you make late payn s not cover any increase in yyments. Coverage for cr y insurance ends on the counters and the unless a different term for	not pay all you owe on nents. Credit disability n your payment or in the redit life insurance and original due date for the
	Trade-In N/A (Year) (Make) (Model)			below.	niess a different term for	the insurance is shown
	Gross Trade-In Allowance	\$	N/A	This in	strument is hy	/pothecated
	Less Pay Off Made By Seller	\$_	N/A	to (	-alifornia Repu	blir Bank
	Equals Net Trade in	\$	N/A	as co	pilateral for bo	rrowing of
	+ Cash	5_	1500,00	H	LS of Nevada, I	LLC dba
	+ Other N/A	\$	N/A	L/A	evada West Fi	nancial
	(if total downpayment is negative, enter "3" and see 41 below)		\$ 1500.00 (2)	0	ther Optional ins	
3 (	Unpaid Balance of Cash Price (1 minus 2)		S_11219.53 (3)	□ N/A		N/A
4 (	Other Charges Including Amounts Paid to Others on Your Behalf				pe of Insurance	Term
(	Seller may keep part of these amounts):			Premium:	N/A	
,	Cost of Optional Credit Insurance     Paid to Insurance Company or Companies			Insurance Co	mipany Name	
	Life \$1./A			Home Office	Address N/A	
	Disability \$1/A	S	N/A	N/A		
1	B Vendor's Single Interest Insurance			□ N/A		N/A
	Paid to Insurance Company	\$_	N/A	T)	ype of Insurance	Term
-	C Other Optional Insurance Paid to Insurance Company or Companies	\$_	N/A	Premium:	N/A	
- 1	D Optional Gap Contract	\$_	N/A	Insurance Co	mpany Name	
	E Official Fees Paid to Government Agencies			N/A		
	to N/A for N/A	\$_	N/A		Address N/A	
	to N/A for N/A	\$_	N/A	N/A		
	to STATE OF UT for LICENSE/REGISTRA	\$_	47.00	Other optional	l insurance is not require	ed to obtain creait. Your
	F Government Taxes Not Included in Cash Price	\$_	110.00	factor in the	y or not buy other optiona credit approval process	It will not be provided
1	G Government License and/or Registration Fees			unless you sig	n and agree to pay the ex	dra cost.
	1	\$_	79.92	I want the ins	surance checked above	
	H Government Certificate of Title Fees	\$_	6.00			
. 1	Other Charges (Seller must identify who is paid and			X		
	describe purpose)	-		Buyer Signat	ure	Date
	io N/A for Prior Credit or Lease Balance	\$_	N/A			

to N/A	for N/A	Document –	Page 7 of	1 Co-Buyer Sign	ature	Date
to DEALER	for DOC FEE	Socument -	299.00	<b>-</b> +		
to KORNERSTONE	for AUTOSHIELD	S	399.00	THIS INS	URANCE DOES	NOT INCLUD
to N/A	for N/A	S	N/A		CE ON YOUR	
to N/A	for N/A	\$	N/A	BODILY IN	JURY OF PROP	ERTY DAMAGE
to N/A	for N/A	\$	N/A			
to N/A	for N/A	S	N/A	OPTIONAL GAP	CONTRACT. A gap o	ontract (debt cancell
to N/A	for N/A	\$\$	N/A		equired to obtain credit	
Total Other Charges and Amoun	ts Paid to Others on Your Beh	nalf	\$_1038.92		below and agree to pay pap contract, the charge	
Amount Financed (3 + 4)			s_12258.45_	(5) Itemization of Am	nount Financed. See you	ur gap contract for d
					conditions it provides. I	t is a part of this con
TION: You pay no finance of			aid in full on or before	Term	N/A	
N/A	YeaN/A SELLER'S	INITIALS		N/		
					Name of Gap Conf	traci
VENDOR'S SINGLE INTEREST INSURA					E. 13	
initial term of the contract to protect the C protection. This insurance does not prote					N/A	
insurance is obtained. If you elec-	et to purchase VSI insurance	through the Creditor, th	e cost of this insurance			
N/A and is also shown in Item 4B	of the Itemization of Amount Finan	iced. The coverage is for the	initial term of the contract.			
urned Payment Charge: You agre	e to pay a charge of \$	20.00 if any che	ck you give us or electronic	o poumont you make is	saturanad upposid	
urned Payment Charge. Too agre	e to pay a charge of \$	ii any the	ck you give us or electronii	c payment you make is	returned unpaid.	
act, you may only o mply because you ch ne Annual Percenta	cancel it if the s nange your mind. ge Rate may be	eller agrees This notice do negotiable v	or for legal can bes not apply to with the Seller.	use. You canr home solicita	not cancel t tion sales.	his contra
tate law does not pro act, you may only of imply because you ch he Annual Percentand retain its right to DW THIS CONTRACT CAN BE CH	cancel it if the s nange your mind." ge Rate may be n receive a part of	eller agrees This notice do negotiable v of the Finance	or for legal can bes not apply to with the Seller. te Charge.	use. You canr home solicita The Seller m	not cancel t tion sales. ay assign t	his contra
act, you may only of imply because you che Annual Percentand retain its right to DW THIS CONTRACT CAN BE CHed we must sign it. No oral changes	cancel it if the spange your mind.  ge Rate may be a receive a part of ANGED. This contract contain are binding.  Buyer Signature.	This notice do negotiable vof the Financians X	or for legal can be not apply to with the Seller. te Charge.	use. You cannot home solicitate. The Seller muting to this contract. Any Co-Buyer Signs X	not cancel t tion sales.  ay assign to	his contra
act, you may only of mply because you che Annual Percentand retain its right to be THIS CONTRACT CAN BE CHE down must sign it. No oral changes my part of this contract is not valid	cancel it if the spange your mind."  ge Rate may be a receive a part of the spange of	reller agrees This notice do negotiable v of the Finance ins the entire agreement the may delay or (evain	or for legal can be not apply to with the Seller. the Charge.	use. You cannot home solicitate. The Seller muting to this contract. Any Co-Buyer Signs X	not cancel t tion sales.  ay assign to	his contra
act, you may only of mply because you of mply because you of the Annual Percentand retain its right to with the contract CAN BE CH diversity part of this contract is not valid y extend the time for making some	cancel it if the spange your mind."  ge Rate may be a receive a part of the parts of the	reller agrees This notice do negotiable v of the Finance ins the entire agreement the may delay or (evain	or for legal can be not apply to with the Seller. the Charge.	use. You cannot home solicitate. The Seller muting to this contract. Any Co-Buyer Signs X	not cancel t tion sales.  ay assign to	his contra
act, you may only of mply because you che annual Percentand retain its right to WITHIS CONTRACT CAN BE CHed we must sign it. No oral changes my part of this contract is not valid y extend the time for making some a back for other important agree.	cancel it if the shange your mind."  ge Rate may be a receive a part of a receive a part of a receive a part of a rebinding.  ANGED. This contract contain are binding.  Buyer Sig., all other parts stay valid. We payments without extending eements.	relier agrees This notice do Inegotiable woof the Finance Ins the entire agreement of the time for making of the time for making of	or for legal can be not apply to with the Seller. the Charge.  It between you and as related from enforcing any of our ners.	use. You can home solicitate. The Seller must ting to this contract. Any Co-Buyer Signs X rights under this contract.	not cancel to tion sales.  ay assign to change to this contract without losing the	his contra  his contra  act must be in wri  em. For example,
act, you may only omply because you change Annual Percentand retain its right to with Contract Can Be changes any part of this contract is not valid y extend the time for making some a back for other important aground the time for RETAIL BUY	cancel it if the shange your mind."  ge Rate may be a receive a part of a receive a part of a receive a part of a rebinding.  ANGED. This contract contain are binding.  Buyer Sig., all other parts stay valid. We payments without extending eements.  ER: Do not sign this	This notice do negotiable vof the Financians we entire agreement in sine entire agreement in sine entire agreement in the time for making of the sine contract in the sine sine in the sine sontract in the sine sine sine sine sine sine sine sin	or for legal can be not apply to with the Seller. the Charge.  It between you and as related from enforcing any of our ners.	use. You can home solicitate. The Seller must ting to this contract. Any Co-Buyer Signs X rights under this contract.	not cancel to tion sales.  ay assign to change to this contract without losing the	his contra  his contra  act must be in write.  em. For example,
act, you may only of mply because you che annual Percentand retain its right to with SCONTRACT CAN BE CHed we must sign it. No oral changes ny part of this contract is not valid	cancel it if the shange your mind."  ge Rate may be a receive a part of a receive a part of a receive a part of a rebinding.  ANGED. This contract contain are binding.  Buyer Sig., all other parts stay valid. We payments without extending eements.  ER: Do not sign this	This notice do negotiable vof the Financians we entire agreement in sine entire agreement in sine entire agreement in the time for making of the sine contract in the sine sine in the sine sontract in the sine sine sine sine sine sine sine sin	or for legal can be not apply to with the Seller. the Charge.  It between you and as related from enforcing any of our ners.	use. You can home solicitate. The Seller must ting to this contract. Any Co-Buyer Signs X rights under this contract.	not cancel to tion sales.  ay assign to change to this contract without losing the	his contra  his contra  act must be in wri  em. For example,
act, you may only omply because you changed and retain its right to with Contract Can BE CH we must sign it. No oral changes my part of this contract is not valid y extend the time for making some a back for other important aground the contract is not valid y extend the time for making some a back for other important aground the contract is not valid y extend the time for making some a back for other important aground the contract is not valid to the contract in the contrac	cancel it if the shange your mind."  ge Rate may be a receive a part of receive a pa	relier agrees This notice do Inegotiable voor the Finance Ins the entire agreement of the finance Ins the entire agreement of the finance Ins X Institute for making of the time for making of the contract in the confirm that before the finance of	or for legal can be not apply to vith the Seller. the Charge. t between you and as relation from enforcing any of our ners.	use. You can home solicitate. The Seller must be this contract. Any Co-Buyer Signs X rights under this contract titled to a copy	ay assign to contract without losing the of the contract losing the order without losing the order with losing the order without losing the order without losing the order without losing the order	his contra his contra act must be in wri em. For example, ct at the tir
act, you may only omply because you changed retain its right to with Contract Can BE CH we must sign it. No oral changes my part of this contract is not valid y extend the time for making some back for other important aground the time for making some back for other important aground the time for the to prote u agree to the terms of the to take it and review if	ge Rate may be a receive a part of receive a par	relier agrees This notice do Inegotiable voor the Finance Ins the entire agreement of the finance Ins the entire agreement of the finance Ins the time for making of the time for making of the confirm that befund that you have re-	or for legal can be not apply to vith the Seller. the Charge. t between you and as relation from enforcing any of our ners.	use. You can home solicitate. The Seller musting to this contract. Any Co-Buyer Signs X rights under this contract titled to a copy this contract, we in this contract the contract titles.	ay assign to change to this contract without losing the of the contract without losing the gave it to you, buding the arb	his contra  his contra  act must be in write  em. For example,  ct at the tir  and you we
act, you may only omply because you channed retain its right to with the contract of the contract of the contract of the contract is not valid y extend the time for making some a back for other important aground the contract is not valid usign. Keep it to prote to take it and review if the reverse side, before the contract is not valid to the contract is not valid year.	cancel it if the shange your mind."  ge Rate may be preceive a part of a par	relier agrees This notice do Inegotiable voor the Finance Ins the entire agreement of the time for making of the time for making of the time for that you have reput confirm that before the confirm that before the confirm that the formation of the time formation for the time formation of time formation of the time formation of time fo	or for legal can be not apply to vith the Seller. the Charge.  It between you and as related from enforcing any of our ners.  It between you and as related from enforcing any of our ners.  It between you and as related from enforcing any of our ners.	use. You can home solicitate. The Seller musting to this contract. Any Co-Buyer Signs X rights under this contract titled to a copy this contract, we in this contract, we in this contract, incompletely filled-in moletaly filled-in the son tract, incompletely filled-in the son tract.	ay assign to change to this contract without losing the of the contract without losing the gave it to you, buding the arb	his contra  his contra  act must be in write  em. For example,  ct at the tir  and you we
act, you may only omply because you channed retain its right to with the contract of the contract of the contract of the contract is not valid y extend the time for making some a back for other important aground the contract is not valid usign. Keep it to prote to take it and review if the reverse side, before the contract is not valid to the contract is not valid year.	cancel it if the shange your mind."  ge Rate may be preceive a part of a par	relier agrees This notice do Inegotiable voor the Finance Ins the entire agreement of the time for making of the time for making of the time for that you have reput confirm that before the confirm that before the confirm that the formation of the time formation for the time formation of time formation of the time formation of time fo	or for legal can be not apply to vith the Seller. the Charge.  It between you and as related from enforcing any of our ners.  It between you and as related from enforcing any of our ners.  It between you and as related from enforcing any of our ners.	use. You can home solicitate. The Seller musting to this contract. Any Co-Buyer Signs X rights under this contract titled to a copy this contract, we in this contract, we in this contract, incompletely filled-in moletaly filled-in the son tract, incompletely filled-in the son tract.	ay assign to change to this contract without losing the of the contract without losing the gave it to you, buding the arb	his contra his contra act must be in wri em. For example, ct at the tir and you we itration clau you signed i
mply because you changed and retain its right to with the must sign it. No oral changes by part of this contract is not valid a vextend the time for making some back for other important agrounding. Keep it to prote to take it and review if the reverse side, befor yer Signs X.	eancel it if the shange your mind.  ge Rate may be preceive a part of a receive a part of a rebinding. Buyer Signary all other parts stay valid. We payments without extending elements.  ER: Do not sign this ct your legal rights this contract. You so the signing below. You acknowledge to signing below. You attract.	relier agrees This notice do Inegotiable voor the Finance Ins the entire agreement in size of the may delay or evaluation the time for making of the time for that you have reput confirm that befut confirm that you have reput c	or for legal can be not apply to with the Seller. The Charge.  It between you and as relative from enforcing any of our ners.  It between you and as relative from enforcing any of our ners.  It between you and as relative from enforcing any of our ners.	use. You can home solicitate. The Seller must be this contract. Any Co-Buyer Signs X rights under this contract titled to a copy bis contract, we contract, incompletely filled-incompletely filled-incompletely filled-incompletely.	ay assign to change to this contract without losing the of the contract without in the contract without in the contract without in the contract without in copy when you copy when you	his contra  his contra  act must be in writer.  Example,  ct at the tire,  and you we itration clausyou signed.  Date
mply because you changed the Annual Percental design its right to with the must sign it. No oral changes by part of this contract is not valid extend the time for making some back for other important agrounding. Keep it to prote usign. The making some to take it and review if the reverse side, before yer Signs X	ancel it if the shange your mind.  ge Rate may be preceive a part of the part	instruction that you have reput confirm that beft that you have reput considered and the confirm that beft that you have reput confirm that yo	or for legal can be not apply to with the Seller. The Charge.  It between you and as related from enforcing any of our ners.  It between you and as related from enforcing any of our ners.  It between you and as related from enforcing any of our ners.  It is the control of the	use. You can home solicitate. The Seller musting to this contract. Any Co-Buyer Signs X rights under this contract titled to a copy titled to a copy wis contract, we in this contract, incompletely filled-incompletely filled-incompletely filled-incompletely.	ay assign to change to this contract without losing the of the contract without in the contract without in the contract without in the contract without in copy when you copy when you	his contra  his contra  act must be in writer.  Example,  ct at the tire,  and you we itration clausyou signed.  Date
mply because you change and retain its right to the Annual Percentand retain its right to the With Contract Can Be CH we must sign it. No oral changes my part of this contract is not valid y extend the time for making some a back for other important aground the time for the top of the top of the totake it and review if the reverse side, before yer Signs X	ancel it if the shange your mind.  ge Rate may be preceive a part of the part	instruction that you have reput confirm that beft that you have reput considered and the confirm that beft that you have reput confirm that yo	or for legal can be not apply to with the Seller. The Charge.  It between you and as related from enforcing any of our ners.  It between you and as related from enforcing any of our ners.  It between you and as related from enforcing any of our ners.  It is the control of the	use. You can home solicitate. The Seller musting to this contract. Any Co-Buyer Signs X rights under this contract titled to a copy titled to a copy wis contract, we in this contract, incompletely filled-incompletely filled-incompletely filled-incompletely.	ay assign to change to this contract without losing the of the contract without in the contract without in the contract without in the contract without in copy when you copy when you	his contra his contra act must be in wri em. For example, ct at the tin and you we itration clau you signed i
mply because you changed retain its right to the Annual Percentand retain its right to the WITHIS CONTRACT CAN BE CHIEVE IN THIS CONTRACT CAN BE	ancel it if the shange your mind."  ge Rate may be preceive a part of a part	instruction that beful that you have reput confirm that beful that you have reput consider for paying the young the time for paying the young the time for paying the young the	or for legal can be not apply to with the Seller. The Charge.  It between you and as related from enforcing any of our ners.  It between you and as related from enforcing any of our ners.  It between you and as related from enforcing any of our ners.  It between you and as related from enforcing any of our ners.  It between you and as related from enforcing any of our ners.  It between you and as related from enforcing any of our ners.  It between you and as related from enforcing any of our ners.  It between you and as related from enforcing any of our ners.  It between you and as related from enforcing any of our ners.  It between you and as related from enforcing any of our ners.	use. You can home solicitate. The Seller musting to this contract. Any Co-Buyer Signs X rights under this contract titled to a copy titled to a copy wis contract, we in this contract, incompletely filled-incompletely filled-incompletely filled-incompletely.	ay assign to change to this contract without losing the of the contract without in the contract without in the contract without in the contract without in copy when you copy when you	his contra his contra act must be in wri em. For example, ct at the tir and you we itration clau you signed in
mply because you changed and retain its right to the Annual Percentand retain its right to the WITH'S CONTRACT CAN BE CHANGED AND THE CHANGED	ancel it if the shange your mind."  ge Rate may be preceive a part of a part	instruction that you have reput confirm that beft that you have reput considered and the confirm that beft that you have reput confirm that yo	or for legal can be not apply to with the Seller. The Charge.  It between you and as related from enforcing any of our ners.  It between you and as related from enforcing any of our ners.  It between you and as related from enforcing any of our ners.  It between you and as related from enforcing any of our ners.  It between you and as related from enforcing any of our ners.  It between you and as related from enforcing any of our ners.  It between you and as related from enforcing any of our ners.  It between you and as related from enforcing any of our ners.  It between you and as related from enforcing any of our ners.  It between you and as related from enforcing any of our ners.	use. You can home solicitate. The Seller musting to this contract. Any Co-Buyer Signs X rights under this contract titled to a copy titled to a copy wis contract, we in this contract, incompletely filled-incompletely filled-incompletely filled-incompletely.	ay assign to change to this contract without losing the of the contract without in the contract without in the contract without in the contract without in copy when you copy when you	his contra  his contra  act must be in write.  and you we itration clautyou signed it date.  the vehicle but
act, you may only of mply because you che annual Percentand retain its right to the Annual Percentand retain its right to the world with the contract is not valid yextend the time for making some a back for other important aground the time for making some a back for other important aground the contract is not valid yextend the time for making some a back for other important aground the contract is not valid to the reverse of the terms of the reverse side, before yer Signs X. The support of the terms of the reverse side, before yer Signs X. The support of the terms of the	ANGED. This contract contain are binding. Buyer Signare stay valid. With payments without extending elements.  ER: Do not sign this ct your legal rights this contract. You stay this contract. You stay the signing below. You stay the signing below. You stay the security owner agrees to the security.	relier agrees This notice do regotiable voor the Finance Institute agreement in the state of the Finance Institute agreement in the state of the sta	or for legal can be not apply to with the Seller. See Charge.  It between you and as relation or enforcing any of our ners.  It between you and as relation on the seller. Seller is the seller in the	use. You can home solicitate The Seller must be solicitated. The Seller must be solicitated to the solicitate to the solicitate the solicitated to a copy this contract, we shis contract, incompletely filled-incompletely filled	not cancel to tion sales.  ay assign to change to this contract without losing the of the contract without losing the of the contract without losing the contract without losing the contract without losing the contract without losing the arbuncopy whon you have is on the title to the contract without losing th	his contra his contra his contra act must be in writ em. For example, ct at the tin and you we itration clau you signed i Date the vehicle but
mply because you changed the Annual Percental of retain its right to the Annual Percental of retain its right to the Annual Percental of retain its right to the we must sign it. No oral changes by part of this contract is not valid extend the time for making some back for other important aground the time for making some back for other important aground the reverse in the protect of the terms of the totake it and review if the reverse side, before yer Signs X. A constraint of the contract of the totake it and review if the reverse side, before yer Signs X. A constraint of the contract of the totake it and review if the reverse side, before yer Signs X. The contract of the totake it and review if the reverse side, before yer signs X. The contract of the cont	ANGED. This contract contain are binding. Buyer Signare stay valid. With payments without extending elements.  ER: Do not sign this ct your legal rights this contract. You stay this contract. You stay the signing below. You stay the signing below. You stay the security owner agrees to the security.	instruction that you have reput confirm that be fund that you have reput confirm that	or for legal can be not apply to with the Seller. See Charge.  It between you and as relation or enforcing any of our ners.  It between you and as relation or enforcing any of our ners.  It between you and as relation or enforcing any of our ners.  It between you and as relation or enforcing any of our ners.  It between you and as relation or enforcing any of our ners.  It between you and as relation or enforced any of our ners.  It between you and as relation or enforced any of our ners.  It between you and as relation or enforced any of our ners.  It between you and as relation or enforced any of our ners.  It between you and as relation or enforced any of our ners.	use. You can home solicitate. The Seller musting to this contract. Any Co-Buyer Signs X rights under this contract titled to a copy titled to a copy wis contract, we in this contract, incompletely filled-incompletely filled-incompletely filled-incompletely.	ay assign to contract without losing the of the contract without losing the of the contract without losing the of the contract without losing the arbunding	his contract his contract his contract act must be in write. Title INANCE ent(s) with Assigned
act, you may only on mply because you che mply because you che mply because you che mply because you che most act and retain its right to with the contract is not valid extend the time for making some back for other important aground the time for making some back for other important aground the time for making some back for other important aground the time for making some back for other important aground the time for making some back for other important aground the reverse ide, before the take it and review if the reverse side, before yer Signs X. A contract of the contract in the contract in this contract.	ANGED. This contract contains are binding. Buyer Signal other parts stay valid. We payments without extending elements.  ER: Do not sign this contract. You contain this contract. You contain the contract of this contract. You contain the sent of the security of the secu	relier agrees This notice do regotiable voor the Finance Institute agreement in the state of the Finance Institute agreement in the state of the sta	or for legal can be not apply to with the Seller. See Charge.  It between you and as relation or enforcing any of our ners.  It between you and as relation or enforcing any of our ners.  It between you and as relation or enforcing any of our ners.  It between you and as relation or enforcing any of our ners.  It between you and as relation or enforcing any of our ners.  It between you and as relation or enforced any of our ners.  It between you and as relation or enforced any of our ners.  It between you and as relation or enforced any of our ners.  It between you and as relation or enforced any of our ners.  It between you and as relation or enforced any of our ners.	use. You can home solicitate The Seller must be solicitated. The Seller must be solicitated to the solicitate to the solicitate the solicitated to a copy this contract, we shis contract, incompletely filled-incompletely filled	ay assign to contract without losing the of the contract without losing the of the contract without losing the of the contract without losing the arbunding	his contract his contract his contract act must be in write. Title INANCE

### 1. FINANCE CHARGE AND PAYMENTS

- a. How we will figure Finance Charge. We will figure the Finance Charge on a daily basis at the Annual Percentage Rate on the unpaid part of the Amount Financed.
- b. How we will apply payments. We may apply each payment to the earned and unpaid part of the Finance Charge: to the unpaid part of the Amount Financed and to other amounts you owe under this contract in any order we choose.
- c. How late payments or early payments change what you must pay. We based the Finance Charge, Total of Payments, and Total Sale Price shown on the front on the assumption that you will make every payment on the day it is due. Your Finance Charge, Total of Payments, and Total Sale Price will be more if you pay late and less if you pay early. Changes may take the form of a larger or smaller final payment or, at our option, more or fewer payments of the same amount as your scheduled payment with a smaller final payment. We will send you a notice telling you about these changes before the final scheduled payment is due.
- d. You may prepay. You may prepay all or part of the unpaid part of the Amount Financed at any time without penalty. If you do so, you must pay the earned and unpaid part of the Finance Charge and all other amounts due up to the date of your payment.
- e. Right to Refinance a Balloon Payment. A balloon payment is a scheduled payment which is more than twice as large as the average of your earlier scheduled payments. If you are purchasing the vehicle primarily for your personal, family, or household use, you may have the right to refinance the amount of a balloon payment when it is due. The terms of the refinancing will be no less favorable to you than those offered by us for the same type of credit at the time your request for refinancing is accepted.

#### 2. YOUR OTHER PROMISES TO US

- If the vehicle is damaged, destroyed, or missing.
   You agree to pay us all you owe under this contract even if the vehicle is damaged, destroyed, or missing.
- b. Using the vehicle. You agree not to remove the vehicle from the U.S. or Canada, or to sell, rent, lease, or transfer any interest in the vehicle or this contract without our written permission. You agree not to expose the vehicle to misuse, seizure, confiscation, or involuntary transfer. If we pay any repair bills, storage bills, taxes, fines, or charges on the vehicle, you agree to repay the amount when we ask for it.
- Security Interest.

You give us a security interest in.

- The vehicle and all parts or goods put on it:
- All money or goods received (proceeds) for the vehicle;
- All insurance, maintenance service, or other contracts we finance for you; and
- All proceeds from insurance, maintenance, service, or other contracts we finance for you. This includes any refunds of premiums or charges from the contracts.

This secures payment of all you owe on this contract. It also secures your other agreements in this contract. You will make sure the title shows our security interest (lien) in the vehicle. You will not allow any other security interest to be placed on the title without our written permission.

i. Insurance you must have on the vehicle.

You agree to have physical damage insurance covering loss of or damage to the vehicle for the term of this contract. The insurance must cover our interest in the vehicle. If you do not have this insurance, we may, if we choose, buy physical damage insurance. If we decide to buy physical damage insurance, we may either buy insurance that covers your interest and our interest in the vehicle, or buy insurance that covers

- c. You may have to pay collection costs. You will pay any collection cost we incur as the law allows. If we hire an attorney to collect the amount you owe, you will pay the attorney's reasonable fee and court costs, as the law allows. If we hire a third party collection agency to collect the amount you owe, you will pay the lesser of:
  - The actual amount we are required to pay to the third party collection agency or a licensed attorney, regardless of whether that amount is a specific dollar amount or a percentage of the amount you owe to us; or
  - · 40% of the amount you owe to us.
- d. We may take the vehicle from you. If you default, we may take (repossess) the vehicle from you if we do so peacefully and the law allows it. If your vehicle has an electronic tracking device, you agree that we may use the device to find the vehicle. If we take the vehicle, any accessories, equipment, and replacement parts will stay with the vehicle. If any personal items are in the vehicle, we may store them for you at your expense. If you do not ask for these items back, we may dispose of them as the law allows.
- e. How you can get the vehicle back if we take it. If we repossess the vehicle, you may pay to get it back (redeem). We will tell you how much to pay to redeem. Your right to redeem ends when we sell the vehicle.
- f. We will sell the vehicle if you do not get it back. If you do not redeem, we will sell the vehicle. We will send you a written notice of sale before selling the vehicle. We will apply the money from the sale, less allowed expenses, to the amount you owe. Allowed expenses are expenses we pay as a direct result of taking the vehicle, holding it, preparing it for sale, and selling it. Reasonable attorney fees and court costs the law permits are also allowed expenses. If any money is left (surplus), we will pay it to you unless the law requires us to pay it to someone else. If money from the sale is not enough to pay the amount you owe, you must pay the rest to us unless the law provides otherwise. If you do not pay this amount when we ask, we may charge you interest at a rate not exceeding the highest lawful rate until you pay.
- g. What we may do about optional insurance, maintenance, service, or other contracts. This contract may contain charges for optional insurance, maintenance, service, or other contracts. If we demand that you pay all you owe at once or we repossess the vehicle, we may claim benefits under these contracts and cancel them to obtain refunds of unearned charges to reduce what you owe or repair the vehicle. If the vehicle is a total loss because it is confiscated, damaged, or stolen, we may claim benefits under these contracts and cancel them to obtain refunds of unearned charges to reduce what you owe.

#### 4. WARRANTIES SELLER DISCLAIMS

Unless the Seiler makes a written warranty, or enters into a service contract within 90 days from the date of this contract, the Seiler makes no warranties, express or implied, on the vehicle, and there will be no implied warranties of merchantability or of fitness for a particular purpose.

This provision does not affect any warranties covering the vehicle that the vehicle manufacturer may provide.

- Used Car Buyers Guide. The information you see on the window form for this vehicle is part of this contract. Information on the window form overrides any contrary provisions in the contract of sale.
  - Spanish Translation: Guía para compradores de vehículos usados. La información que ve en el formulario de la ventanilla para este vehículo forma parte del presente contrato. La información del formulario de la ventanilla deja sin afecto toda disposición en contrario contenida en el contrato de venta.

# Case 20-20567 Doc 13 Filed 02/05/20

will tell you which type and the char **Document**. The charge will be the premium of the insurance and

finance charge computed at the Annual Percentage Rate shown on the front of this contract. If the vehicle is lost or damaged, you agree that we may use any

What happens to returned insurance, maintenance, service, or other contract charges. If we get a refund on insurance, maintenance, service, or other contract charges, you agree that we may subtract the

# 3. IF YOU PAY LATE OR BREAK YOUR OTHER PROMISES

- You may owe late charges. You will pay a late charge on each late payment as shown on the front. Acceptance of a late payment or late charge does not excuse your late payment or mean that you may keep making late payments. If you pay late, we may also take the steps described below.
- You may have to pay all you owe at once. If you break your promises (default), we may demand that you pay all you owe on this contract at once. Default
  - You do not pay any payment on time;
  - You give false, incomplete, or misleading information on a credit application;
  - You start a proceeding in bankruptcy or one is started against you or your property; or
  - You break any agreements in this contract.

The amount you will owe will be the unpaid part of the Amount Financed plus the earned and unpaid part of the Finance Charge, any late charges, and any amounts due because you defaulted.

## Entered 02/05/20 01:35:53 Desc Main

Page 9 of 11al we may try to contact you in writing by email, or using prerecorded/artificial voice messages, text you in these and other ways at any address or telephone number you provide us, even if the telephone number is a cell phone number or the contact results in a charge to you.

#### 7. Applicable Law

Federal law and the law of the state of our address shown on the front of this contract apply to this contract.

#### Credit Report Notice

As required by Utah law, you are hereby notified that a negative credit report reflecting on your credit record may be submitted to a credit reporting agency if you fail to fulfill the terms of your credit obligations.

#### 9. CLASS ACTION WAIVER

YOU AGREE THAT YOU WAIVE YOUR RIGHT TO INITIATE OR PARTICIPATE IN A CLASS ACTION RELATED TO THIS CONTRACT.

NOTICE: ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OF OPTAINED PURSUANT HERETO OF WITH THE PROCEEDS HEREOF, RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER.

The preceding NOTICE applies only to goods or services obtained primarily for personal, family, or nousehold use. In all other cases, Buyer will not assert against any subsequent holder or assignee of this contract any claims or defenses the Buyer (debtor) may have against the Seller, or against the manufacturer of the vehicle or equipment obtained under this contract.

#### ARBITRATION CLAUSE

# PLEASE REVIEW - IMPORTANT - AFFECTS YOUR LEGAL RIGHTS

EITHER YOU OR WE MAY CHOOSE TO HAVE ANY DISPUTE BETWEEN US DECIDED BY ARBITRATION AND NOT IN COURT OR BY

JURY TRIAL

IF A DISPUTE IS ARBITRATED, YOU WILL GIVE UP YOUR RIGHT TO PARTICIPATE AS A CLASS REPRESENTATIVE OR CLASS

IF A DISPUTE IS ARBITRATED, YOU WILL GIVE UP YOUR RIGHT TO PARTICIPATE AS A CLASS REPRESENTATIVE OR CLASS

IF A DISPUTE IS ARBITRATED, YOU WILL GIVE UP YOUR RIGHT TO PARTICIPATE AS A CLASS REPRESENTATIVE OR CLASS

IF A DISPUTE IS ARBITRATION OR ANY

MEMBER ON ANY CLASS CLAIM YOU MAY HAVE AGAINST US INCLUDING ANY RIGHT TO CLASS ARBITRATION OR ANY

CONSOLIDATION OF INDIVIDUAL ARBITRATIONS.

DISCOVERY AND RIGHTS TO APPEAL IN ARBITRATION ARE GENERALLY MORE LIMITED THAN IN A LAWSUIT, AND OTHER RIGHTS

THAT YOU AND WE WOULD HAVE IN COURT MAY NOT BE AVAILABLE IN ARBITRATION

THAT YOU AND WE WOULD HAVE IN COURT MAY NOT BE AVAILABLE IN ARBITRATION.

Any claim or dispute, whether in contract, tort, statute or otherwise (including the interpretation and scope of this Arbitration Clause, Any claim or dispute, whether in contract, tort, statute or otherwise (including the interpretation and scope of this Arbitration Clause, and the arbitrability of the claim or dispute), between you and us or our employees, agents, successors or assigns, which arises out of or relates to your credit application, purchase or condition of this vehicle, this contract or any resulting transaction or relationship (including any such relationship with third parties who do not sign this contract) shall, at your or our election, be resolved by neutral, binding arbitration and not by a court action. If federal law provides that a claim or dispute is not subject to binding arbitration, this highest claim or dispute as a state of the court action. The federal law provides that a claim or dispute is not subject to binding arbitration on an individual basis Arbitration Clause shall not apply to such claim or dispute. Any claim arctispine is to be arbitrated by a single arbitrator on an individual basis.

may request a new arbitration, some these sentence eners subject to a final determination by the energy and any state of costs. Any arbitration under this arbitration Clause shall be go a nearby the near procedure of a cost of a first energy and arbitration under this arbitration Clause shall be go a nearby the near procedure of a cost of a first energy and a cost of a cost

law concerning arbitration.

You and we retain the right to sell-help remedies, such as repossession if an and we retain the right to selk temedies in small claims court for the rand we retain the right to selk temedies in small claims court for disputes or claims within that court's purisdiction, unless such a repossession removed or appeared to a different court. Neither you not we waive the right to arbitration unless or filing suit. Any court having jurisdiction may enter judgment on the arbitrations award waive the right to arbitration clause small survive any termination, payoff or purisdiction from the remainder shall remain autoriceable. If not also of class action the property is charged or is and to be unenforceable for any reason, the remainder shall remain autoriceable. If no constitution is charged or is and to be unenforceable for any reason, the remainder shall remain autoriceable.

waive the right to attend to using self-help remodies or filing suit. Any court having joins diction may enter judgment on the arbitration's award this Arbitration Clause shall surrive any termination, payoff or united of this configer. If any part of this Arbitration Clause where than waives of class action rights is deemed or found to be unenforceable for any reason, the remainder shall remain autoricable. If a man and the remainder of this rights is deemed or found to be unenforceable for any reason in a case in which class action allegations have been made, the remainder of this rights is deemed or found to be unenforceable for any reason in a case in which class action allegations have been made, the remainder of this Arbitration Clause, the validity and scope of the waiver of class action rights shall be unenforceable. Notwithstanding any other provision of this Arbitration Clause, the validity and scope of the waiver of class action rights shall be unenforceable. Notwithstanding any other provision of this Arbitration Clause, the validity and scope of the waiver of class action rights shall be unenforceable.

Form No. 553-UT-ARE 4/13

# **EXHIBIT B**

Case 20-20567 Doc 13 Filed 02/05/20 Entered 02/05/20 01:35:53 Desc Main

## **New Title**



Title Number: UT001801703

Vehicle Type: PASSENGER

Year 2010 Make: DODG Model: JOURNEY

Fuel: GASOLINE

Ociometer: 67,541

Body Style: UTILITY

Date Issued: 11/10/2015

VIN/HIN: 3D4PG4FB1AT225805

Cylinders: 4

3rd VIN:

Ովեգույլներութվիրիկութվեր 1911թվիկի

NEVADA WEST FINANCIAL PO BOX 94703

LAS VEGAS NV 89193-4703

Owner

TROY COTTINGHAM

Information:

968 W 660 S

TOOELE UT 84074-299

Lienholder Information: NEVADA WEST FINANCIAL

PO BOX 94703

LAS VEGAS NV 89193-4703

# ODOMETER READING REFLECTS THE ACTUAL MILEAGE

Request For Lien Change Complete this section. Send the title and required fee to the Division of Motor Vehicles. Please check one box. issue a title free of liens Issue a title showing the following as the NEW LIEN HOLDER LIEN RELEASE - Signature of lien holder (releasing interest) Vehicle owner's signature requesting lien change Title of signer New lien holder's name Date Address City State ZIP Code

Division of Motor Vehicles **UTAH STATE TAX COMMISSION** 210 North 1950 West Salt Lake City, Utah 84134



TC-127 Rev. 01/13 CDR



9128947